

# REGISTER OF CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS

## Explanation of Form

<i>What it is used for:</i>	To document procurements of more than \$10,000 (or more than \$1,000 if a housing rehabilitation project) made in a CDBG project.
<i>When it is used:</i>	Procurements are registered as they occur or on a monthly basis prior to submittal. This form is complied by the Grantee, the prime contractor, and each subcontractor per the instructions below for each month and part of month during the course of a contract.
<i>Where it goes:</i>	The Grantee files all submittals in their procurement and equal opportunity project files.
<i>Instructions:</i>	<ul style="list-style-type: none"> <li>• COMPLETE THE “Month Covered” IN THE TOP RIGHT CORNER.</li> <li>• ROUND AMOUNTS TO THE NEAREST DOLLAR.</li> <li>• A procurement is registered one time and only for the month in which it occurred; DO NOT DUPLICATE PROCUREMENTS ON SUBSEQUENT SUBMITTALS.</li> </ul>

**GRANTEE’S RESPONSIBILITIES:** The Grantee should complete this form each month to register all applicable procurements with prime contractors and suppliers. For submittal to itself the Grantee completes line (1) of SECTION I; line (2) and (3) remain blank. In SECTION II, the Grantee will identify each procurement as either ‘prime contractor’ or ‘supplier’ and will give complete information in the remaining columns.

For every procurement with a prime contractor, the Grantee should complete lines (1) and (2) of SECTION I and supply the prime contractor with enough copies for the duration of the contract.

**PRIME CONTRACTOR’S RESPONSIBILITIES:** The Prime Contractor must complete this form every month and part of month during the course of the contract for submittals to the Grantee along with any submittals received from subcontractors. The Prime Contractor must use the forms supplied by the Grantee in which lines (1) and (2) of SECTION I are already completed; line (3) remains blank. In SECTION II, the Prime Contractor will identify each procurement as either ‘subcontractor’ or ‘supplier’ and will give complete information in the remaining columns. The Prime Contractor is also responsible for assuring that subcontractors submit this form to the Prime Contractor as required.

For every procurement with a subcontractor, the Prime Contractor should complete item (3 of SECTION I (lines (1) and (2) are already completed on the form) and supply the subcontractor with enough copies for the duration of the subcontract.

**SUBCONTRACTOR’S RESPONSIBILITIES:** The Subcontractor must complete this form every month and part of month during the course of the contract for submittal to the Prime contractor. The Subcontractor should use the forms supplied by the Prime Contractor in which SECTION I is already completed. In SECTION II, the Subcontractor will identify each procurement as either ‘subcontractor’ or ‘supplier’ and will give complete information in the remaining columns.

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## Monthly Register of Contractors, Subcontractors and Suppliers

Month Covered: \_\_\_\_\_, 20\_\_

Register Each Procurement Over \$10,000 (or over \$1,000 if a housing rehab project) one time only, in month of occurrence

### SECTION I: Identification of Level of Submittal, see instructions on back of form

- (1) Grantee \_\_\_\_\_ Grant Contract # \_\_\_\_\_ Project Location \_\_\_\_\_  
 (2) Prime Contractor \_\_\_\_\_ IRS# (or owner's SSN) \_\_\_\_\_  
 (3) Subcontractor \_\_\_\_\_ IRS# (or owner's SSN) \_\_\_\_\_

### SECTION II: Details of Procurements

(see Instructions ) choose one:	Name and Address of Business, and IRS# (or owners' SSN)	Contract Description or Items Supplied	Amount of Contract or Purchase	Ownership of Business (check All that apply)
<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier	          IRS# (or SSN):		\$	<input type="checkbox"/> Minority Business <input type="checkbox"/> White American <input type="checkbox"/> Local Business** <input type="checkbox"/> Black American <input type="checkbox"/> Female-Owned Business <input type="checkbox"/> Native* American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian American <input type="checkbox"/> Not American Owned
<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier	          IRS# (or SSN):		\$	<input type="checkbox"/> Minority Business <input type="checkbox"/> White American <input type="checkbox"/> Local Business** <input type="checkbox"/> Black American <input type="checkbox"/> Female-Owned Business <input type="checkbox"/> Native* American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian American <input type="checkbox"/> Not American Owned
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\*NATIVE AMERICAN - American Indian/Alaskan Natives    \*\*LOCAL BUSINESS - Business located in immediate county(s) surrounding project area

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**October 1, 2002**

### ***I. General***

**The eligibility of all rehabilitation work must be documented by the DHCD HQS Inspection Form.**

Replacement of appliances, fixtures and housing components may take place **only** after it has been documented that repair is not possible or cost effective.

All work must relate to the health, safety, and energy efficiency of the household, and must be cost effective.

No cosmetic or incipient violation improvements shall be made.

All houses shall be inspected using this checklist by **both** the Project Administrator and the Rehab Specialist. The checklist must be signed by **both** the Project Administrator and the Rehab Specialist.

All work to be performed shall be reviewed for eligibility, prior to bidding construction or approval of change orders, by the Project Administrator.

**The condition of the house after rehabilitation must comply with the minimum standards set forth here.**

### ***II. Preliminary Inspection Procedures***

The Rehabilitation Specialist shall use DHCD's Section 8 Field Inspection Checklist to review and determine the need and eligibility of rehab work to be done on each house.

All work specified in the work writeup must relate to a specific violation cited on the Checklist.

All violations noted in the Checklist must be addressed by repairs in the Writeup.

Where replacement of components is specified, the justification must be provided in the "Comments" column of the Checklist and, if relevant, documentation must be attached.

The Rehab Specialist should conduct the inspection in a routine manner consistent in each house.

Inspections must be conducted "room by room" and by major component. The inspection must include the exterior, yard, roof, chimney, attic, basement or crawl space, and out buildings.

The electrical system must be inspected by a licensed Journeyman, certified by DPOR, who is independent from the contractor doing electrical work, or by a Building Official certified by DHCD to do electrical inspections.

All houses must be inspected by a professional exterminator for infestation of wood-boring insects, vermin and roaches, and be treated if infested.

Certifications of thorough chimney inspection and of Blower Door test and weatherization measures are required by the Rehab Specialist.

Housing built prior to 1978 will be presumed to contain lead-based paint (LBP). All repairs will be designed to eliminate LBP hazards using interim control measures, more specifically *standard treatments*, and the house must pass a Clearance Examination as documented by a licensed Lead Inspector/Risk Assessor.

### ***III. DHCD Section 8 Standards***

#### ***A. Living Room and Bedrooms***

1. **Electrical:** The living room must be free of electrical hazards (uncovered outlets, bare or exposed wire, or overloaded extension cords). Circuits and outlets must be able to carry the proposed load. At least two duplex outlets must be properly installed. Permanent light bulbs and switches must be covered by appropriate fixtures.
2. **Security:** All doors and windows which are accessible from the ground must be equipped with a properly-working locking device.
3. **Windows:** At least one operable window must be present in living room and bedrooms. All windows must form a reasonably tight weather seal, be free of signs of severe deterioration, be able to be opened and closed by the occupant (if so designed) and be free of missing or broken (not cracked) panes.

All non-passable windows must be repaired rather than replaced unless it is demonstrated that repair will exceed 75% of replacement cost.

4. **Walls and Ceilings:** All walls and ceilings in habitable areas of the dwelling must be free of severe damage from friction, impact, moisture, insects, or fatigue. Any holes, unkeyed surfaces, severe buckling, or structural weakness

must be repaired. Doorstops must be installed at each doorway to prevent wall impact at the knob.

All non-passable walls and ceilings must be repaired, rather than replaced, unless more than 40% of surface area is damaged or structurally unstable.

5. **Floors:** Floors must be structurally sound, able to withstand normal walking and stationary loads without buckling or bouncing, and contain no holes or damaged or missing structural parts.

Carpeting may only be installed if flooring must be replaced and carpeting will be laid directly upon subflooring.

6. **Paint/Surface Treatment:** Repaired or replaced surfaces may be finished or painted to match surrounding surfaces. Where existing surfaces are significantly damaged (scaled paint, exposed subsurface), the surface treatment shall be as follows:
  - a. Where children aged 6 years and under are present, contractor shall wet scrape all loose paint and/or cover with a cost-efficient covering using interim control measures as identified in the “Lead Safe Work Practices” course required of all contractors.
  - b. Where the sole inhabitants are handicapped and/or 65 years of age or older, contractor shall prepare surface appropriately and cover with cost-efficient covering.
  - c. Where an able-bodied person between the ages of 16 and 65 is present, and no child aged 6 or under is present, the family shall be provided with sufficient paint to repaint.
7. **Smoke Detector:** At least one working hard-wired and one battery- operated smoke detector must be permanently installed at a location audible to occupants of all sleeping rooms in the event of fire.

## B. Kitchen

A separate room or a definitive area for storage and preparation of food must be present.

1. **Electrical:** There must be at least two working outlets and one working, permanently-installed light fixture.

The kitchen must be free of electrical hazards (uncovered outlets, bare or exposed wire, overloaded extension cords). Circuits and outlets must be able to carry the proposed load. GFI outlets are required within 6ft. of the sink.

Permanent light bulbs, outlets and switches must be covered by appropriate fixtures.

2. **Security:** All doors and windows which are accessible from the ground must be equipped with a properly-working locking device.
3. **Windows:** If present at least one operable window must open in the kitchen. All windows must form a reasonably tight weather seal, be free of signs of severe deterioration, be able to be opened and closed by the occupant (if so designed), and be free of missing or broken (not cracked) panes.

All non-passable windows must be repaired rather than replaced unless it is demonstrated that repair will exceed 75% of replacement cost.

4. **Walls and Ceilings:** All walls and ceilings in habitable areas of the dwelling must be free of severe damage and be protected from friction, impact, moisture, insects, or fatigue. Contractor shall provide water proof and grease proof treatment where needed. Any holes, unkeyed surfaces, severe buckling, or structural weakness must be repaired. Doorstops must be installed at each doorway to prevent wall impact at the knob.

All non-passable walls and ceilings must be repaired, rather than replaced, unless more than 40% of surface area is damaged or structurally unstable.

5. **Floors:** Floors must be structurally sound, able to withstand normal walking and stationary loads without buckling or bouncing, and contain no holes or missing structural parts.

Kitchen flooring must be easily cleanable and resistant to water damage.

Linoleum is acceptable for flooring which does not pass.

New carpeting cannot be installed.

6. **Stove:** Kitchens must be equipped with a stove which has at least two top burners. All top burners must work and be controlled by knobs to turn them off and on.

The stove must contain an oven which is capable of baking food at 400°F.

Stove shall be free of any gas leaks or electrical hazards and be equipped with an oven door which opens and closes properly.



The kitchen shall have a properly-functioning and ventilated range hood.

7. **Refrigerator:** Kitchens must be equipped with a refrigerator which is adequately sized for the number of persons in the household. The refrigerator must be able to maintain a temperature of 40°F or lower. It must be equipped with a sealed door which opens and closes properly.

The maximum size for new refrigerators shall be: 14 cubic feet for 1-4 persons; and 17 cubic feet for 5 or more persons.

8. **Sink:** Kitchens must have a permanently-affixed sink with hot and cold running water from a faucet, and a properly-working and connected drain with a gas trap.

Must have a hot and cold shut-off valve which is accessible.

No rust below rim level.

Sink must be free of defects such as leaking faucet, slow drain, missing or broken stopper, or improper venting.

9. **Space for Storage and Preparation of Food:** Kitchen shall have permanently space for the preparation and storage of food.

A minimum of 6 linear feet (LF) of enclosed base and wall cabinet space is required for 1 to 3 persons.

A minimum of 8 LF of enclosed base and wall cabinet space is required for 4 or more persons.

A minimum of 6 LF of surface area at least 18 inches deep shall be affixed for food preparation.

If new cabinets are necessary, they shall not exceed the minimums provided herein.

Shelving, cabinet doors, drawers and hardware must function properly.

## C. Bathroom

An enclosed bathroom with a solid, hinged, and lockable door shall be present and accessible without traversing another person's bedroom.

1. **Electrical:** There must be at least one outlet and one permanently- installed light fixture. Outlets must be GFI. Outlets, fixtures and switches must be properly covered. Room shall be free of electrical hazard.

If a new bathroom is to be installed, it must be installed in existing interior space, if possible.

2. **Walls and Ceilings:** All walls and ceilings in habitable areas of the dwelling must be free of severe damage and be protected from friction, impact, moisture, insects, or fatigue. Contractor shall provide waterproof wall treatment where needed. Any holes, unkeyed surfaces, severe buckling, or structural weakness must be repaired. Doorstops must be installed at each doorway to prevent wall impact at the knob.

All non-passable walls and ceilings must be repaired, rather than replaced, unless more than 40% of surface area is damaged or structurally unstable.

3. **Floors:** Floors must be structurally sound, able to withstand normal walking and stationary loads without buckling or bouncing, and contain no holes or damaged or missing structural parts.

Kitchen flooring must be easily cleanable and resistant to water damage.

Linoleum is acceptable for flooring which does not pass.

Carpeting cannot be installed.

4. **Sink:** Bathrooms must have a permanently-affixed sink with hot and cold running water from a faucet and a properly working and connected drain with a gas trap.

Must have a hot and cold shut-off valve which is accessible.

Sink must be free of defects such as leaking faucet, slow drain, missing or broken stopper, or improper venting.

5. **Toilet:** Bathroom must have a toilet connected to an approved disposal system which is not clogged. No water leakage or escape of gases shall occur.

Must have a shut off valve which is accessible.

Constant running or slow draining shall be repaired.

If there is broken or cracked porcelain, the toilet shall be replaced.

6. **Tub or Shower:** A tub and or shower with hot and cold water running properly. Functioning handles, faucet, trap and drain must be present.

Tub shall have functioning stopper and anti-back siphonage drain.

Repair if leaking, poor pressure, improper venting or trapping.

Replace if porcelain is broken.

Shower shall have rod and curtain, or door.

7. **Ventilation:** There must be an operable window in good repair, or a working mechanical vent system.
8. **Storage:** An enclosed medicine cabinet is required.
9. **Handicapped Accessibility:** If an occupant is physically handicapped or elderly, relevant improvements to make fixtures and accessories accessible must be made.

Grab bars for toilet and tub must be sized to carry full body weight and be permanently affixed to wall studs. Insulation around exposed hot water pipes and drains must be installed for persons in wheelchairs.

#### ***D. Rooms Other than Living Room and Permanently Used Bedrooms:***

If a room is not used for normal living functions on a daily basis, repairs or improvements may not be made except for repairs to conditions which threaten the viability of the structure, the condition of other rooms, or the health and safety of occupants.

#### ***E. Other Rooms Used Daily (Must be Specified):***

1. **Electrical:** The room must be free of electrical hazards (uncovered outlets, bare or exposed wire, overloaded extension cords). Circuits and outlets must be able to carry the proposed load.

Permanent light bulbs and switches must be covered by appropriate fixtures.

If a room is necessary for ingress/egress, a permanently-installed light fixture is required.

2. **Security:** All doors and window which are accessible from the ground must be equipped with a properly-working locking device.

3. **Windows:** Windows must be operable. All windows must form a reasonably-tight weather seal, be free of signs of severe deterioration, be able to be opened and closed by the occupant (if so designed), and be free of missing or broken (not cracked) panes.

**All non-passable windows must be repaired rather than replaced unless it is demonstrated that repair will exceed 75% of replacement cost.**

4. **Walls and Ceilings:** All walls and ceilings in habitable areas of the dwelling must be free of severe damage from friction, impact, moisture, insects, or fatigue. Any holes, unkeyed surfaces, severe buckling, or structural weakness must be repaired. Doorstops must be installed at each doorway to prevent wall impact at the knob.

All non-passable walls and ceilings must be repaired, rather than replaced, unless more than 40% of surface area is damaged or structurally unstable.

5. **Floors:** Floors must be structurally sound, able to withstand normal walking and stationary loads without buckling or bouncing, and contain no cracks or damaged or missing structural parts.

Carpeting may only be installed if flooring must be replaced and carpeting will be laid directly upon subflooring.

6. **Paint/Surface Treatment:** Repaired or replaced surfaces may be finished or painted to match surrounding surfaces. Where existing surfaces are significantly damaged (scaled paint, exposed subsurface), the surface shall be as follows:
  - a. Where children aged 6 years and under are present, contractor shall wet scrape all loose paint and/or cover with a cost-efficient covering using interim controls as identified in the “Lead Safe Work Practices” course required of all contractors.
  - b. Where the sole inhabitants are handicapped and/or 65 years of age or older, contractor shall prepare surface appropriately and cover with cost-efficient covering.
  - c. Where an able-bodied person between the ages of 16 and 65 is present, and no child aged 6 or under is present, the family shall be provided with sufficient paint to repaint.

## F. Building Exterior

1. **Foundation:** Foundation must be structurally capable of supporting the entire house. It must be enclosed with skirting or masonry units, vented, and capable of keeping water from under the structure and free from hazards.

Replacement must be made only if it is documented that significant structural damage is present which would make repair not possible or cost effective.

2. **Stairs, Rails and Porches:** Stairs, porches, balconies and decks must be free of severe structural defects or missing and broken boards or steps.

A secure handrail shall be present on a run of steps with four or more risers, and around a porch or balcony more than 30 inches above the ground.

No porch may be repaired where the cost of repairs will exceed 75% of the cost of replacement. Replacement or new porches shall not exceed 25 square feet.

Decks or balconies may not be built or replaced.

3. **Roof and Gutters:** Roof shall be free of serious defects such as buckling, serious sagging, holes, leaks, unkeyed or curling shingles, or missing roofing elements such as shingles, underlayment, flashing and sufficient joists.

Gutters, downspouts, soffit and fascia shall be free of defects which allow water, air or vermin into the interior of the structure, or to damage the surface or foundation of the structure.

4. **Exterior Siding:** The exterior of the structure shall be completely covered by suitable weatherproof materials which have a surface treatment which adequately protects against water damage. Siding materials shall be free of major material defects and be properly secured to framing members.

Where wood siding is present with inadequate, degraded or seriously peeling paint, the entire house may be repainted using interim control measures as needed to protect occupants and workers from lead paint hazards. If less than 25% of existing siding needs to be replaced, the exterior shall be repaired with similar siding materials.

If more than 25% of the existing siding material needs to be replaced, the nature and extent of the damage must be documented and vinyl or other cost-effective siding may be installed.

5. **Chimney:** All chimneys must be adequately lined and secure, with no unkeyed or loose structural members. All missing or loose mortar joints shall be repaired.

Draft, dampers, flaking and blockage shall be inspected. Rehab Specialist shall certify inspection of all components, including a roof and attic inspection.

6. **Mobile Home Tie Downs:** All mobile homes must be secured by properly placed and installed tie downs.
7. **Handicapped Accessibility:** If physically handicapped or elderly persons with limited mobility are present, the exterior must provide for relevant accessibility from the street or parking areas to the interior of the structure.

Examples include: sidewalk or ramp no more than a 1-inch to 1-foot rise in slope from street or parking to point of entry. Railing along sidewalk or ramp, door threshold flush with internal and external entry/egress surface. Door handle which can be pulled rather than turned.

### ***G. Heating and Plumbing***

1. **Heating Equipment:** Heating equipment shall be safe, free of defects, able to heat the entire living area to 70°F, at 0°F outside temperature, and cost effective as compared to other heating sources.

Heaters using fossil fuels shall be properly vented to the exterior. Fossil fuel heaters shall have an emergency cutoff which is accessible, with its use and location familiar to occupants. No unvented space heaters using fossil fuels shall be necessary or present.

2. **Electric baseboard heating shall not be installed** unless it is documented that it is justified by long term cost efficiency, is acceptable to residents, and is easily turned off and on by the current occupants.
3. **Ventilation:** The entire living area shall have adequate cross ventilation and cooling by means of operable windows.
4. **Water Heater:** A water heater with all components in working condition, which does not leak and is capable of heating water to 120°F, shall be present.

The heater shall have a temperature pressure relief valve and discharge line directed toward the floor or outside the living area.

If replacement is necessary, a **40-gallon heater** shall be installed in a non-daily living area, or be enclosed.

5. **Water Source/Sewer Discharge:** The plumbing system shall be legally served by an approved water source with full-flow shut-off valve and approved discharge and sewage disposal system.

6. **Plumbing:** Main water feed and drain pipes shall be free from leaks and delivered water free from discoloration and odor.

## ***H. General Health and Safety***

1. **Access/Exits:** The living area must have two safe and easily-accessible points of access and exit which current occupants may use.
  - Door exits must be illuminated.
  - Access doors must be solid and lockable.
2. **Infestation:** The property must be inspected by a licensed exterminator. If infestation is discovered, treatment must be provided for thorough extermination.

Any seriously-damaged structural elements must be repaired.  
All openings to exterior must be properly covered with framed insect screening.

Any access routes for rodents or other vermin must be permanently closed.

3. **Garbage and Debris:** All debris, junk, inoperable vehicles and appliances, and dilapidated structures on the exterior of the property shall be removed to a legally-acceptable location outside of the neighborhood prior to the initiation of rehabilitation.

The household shall be responsible for any and all physical removal that they are physically able to accomplish.

All debris, garbage, and accumulated belongings not necessary for daily living shall be removed from the living area by the household (if physically able) prior to rehabilitation.

The property shall have at least one 30-gallon trash container in good condition. If more than 3 persons inhabit the property, a second 30-gallon trash container shall be present.

## ***I. Overcrowding***

There must be an adequate sleeping room (passable bedroom or living room) for every two persons living full time in the household. However, no non-spousal persons of different gender may be required to share a sleeping room if both persons are 6 years of age or older.

## ***J. Weatherization***

All homes must be weatherized with at least R-19 ceiling insulation. All windows and doors must be caulked and weatherstripped.

Exterior doors must be equipped with a **storm door**.

All homes must be tested before and after rehabilitation for air infiltration by means of a Blower Door. Air infiltration through sidewalls and bypasses must be mitigated where found. Weatherization measures should be designed to meet the minimum air flow of 1500 CFM.



**ACKNOWLEDGEMENT OF RECEIPT OF  
ECOA NOTICES AND DISCLOSURES**

TO: (Name of Grantee)

I (We) acknowledge receipt of the notices and warnings contained herein:

1. Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, age (provided that the applicant has the capacity to enter into a binding contract), sex or marital status, the fact that all or part of the applicant's income is derived from a public assistance program, or the fact that the applicant has in good faith exercised any right under the consumer Credit Protection Act. The federal agency which administers compliance with this act is the Federal Trade Commission, Equal Credit Opportunity, Gelman Building, 2120 L Street, N. W., Washington, D. C. 20037. The Consumer Response Center can be reached at (877)-382-4357.
2. Warning: No person may be required to designate a courtesy title, such as Mr., Ms., Mrs., or Miss.
3. Notice: When applying for a loan, you may use your birth given name, first and surname or a birth given name, first and surname or a birth given first name and a combined surname.
4. The federal government has requested that information regarding race, national origin, sex, marital status and age of applicants for home loans be gathered in order to monitor compliance with federal anti-discrimination statutes which prohibit creditors from discriminating against applicants on these bases. The law provides that a lender may neither discriminate on the basis of this information nor on whether or not it is finished. Furnishing this information is optional.
5. Notice: The Federal Equal Credit Opportunity Act allows the creation of special purpose credit programs for economically disadvantaged persons. If all of the participants share one or more characteristics that are protected classifications, then information as to that characteristic may be requested.

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Applicant's Signature

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Date

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Applicant's Signature

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Date

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*(Attach Sufficient Number of Photographs to Substantiate the Need for Demolition)*

Property Address: \_\_\_\_\_

\_\_\_\_\_

Square Footage (*current home*): \_\_\_\_\_ Lot size: \_\_\_\_\_

Square Footage (*substantial reconstruction*): \_\_\_\_\_

A. Estimated Cost of Rehab (Attach Cost Estimate and  
HQS Inspection Form) \_\_\_\_\_

B. Estimated Cost of Substantial Reconstruction \_\_\_\_\_

C. Alternatives to Substantial Reconstruction and costs associated:  
(*Check all that apply*)

\_\_\_\_\_ Relocation was offered to the family  
\_\_\_\_\_ Supplemental funding is not available at this time to rehab  
the home at costs that exceed DHCD limits  
\_\_\_\_\_ Other (explain) \_\_\_\_\_

\_\_\_\_\_

The homeowner understands and agrees that the plans for a substantially reconstructed house have been reviewed and the Program regulations state that if the current home, listed above, has too many deficiencies to be rehabilitated within the cost limits, it may be demolished and reconstructed.

\_\_\_\_\_  
Homeowner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Program Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
DHCD Approval

\_\_\_\_\_  
Date

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## Explanation of Form

**Step A: Calculate Gross Household Income:** This includes wages, unemployment and disability income, welfare assistance, social security, interest and dividend income and retirement and insurance payments. It does not include income earned by a child under 18 years, foster care payments, hostile fire pay, or inheritance income.

**Step B: Deduct \$480 for each dependent.** A dependent is defined as any household member who is not the head, co-head or spouse, but is under the age of 18 years, or disabled (of any age), or is a full-time student (of any age). The client file must include verification of the student status of any dependent over 18 years.

**Step C: Deduct \$400 if it is an elderly and/or disabled household.** An elderly household is one in which the head, spouse or sole member is 62 years or older. A disabled household is one in which the head, spouse, or sole member is a person with disabilities.

**Step D: Deduct documented, out-of-pocket medical expenses in excess of 3% of annual gross household income for any member in an elderly or disabled household.**

**Step E: Calculate Adjusted Gross Income:**  $A - (B + C + D) = AGI$

**Step F: Calculate Monthly Income:**  $AGI / 12$

**Step G: Calculate Income Available for Housing:** Multiple monthly income of homeowners by 0.25 or by multiply monthly income of renters by not to exceed 0.35.

**Step H: Calculate Monthly Housing Costs:** The only eligible fees are mortgage payment, home insurance, real estate taxes and utility allowances. The only eligible utility allowances are gas, electric, heat, water and garbage costs. Air conditioning costs can be included when the client file contains documentation from a medical practitioner, stating that it is a medical necessity for a household member.

**Step I: The amount available for Loan Repayment is Step G (income available for housing) minus Step H (monthly housing costs).**

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## ABILITY-TO-PAY WORKSHEET

### Homeowners and Renters

Step A: Gross Household Income: \$\_\_\_\_\_ (A)

Step B: (-) Dependents \$\_\_\_\_\_ (B)

\$480 for each dependent under the age of 18 years old.  
Do not include head of household or spouse.

Step C: (-) Elderly \$\_\_\_\_\_ (C)

\$400 for any elderly FAMILY (age 62 years and older).

Step D: (-) Other Deductibles \$\_\_\_\_\_ (D)

Include documented, out-of pocket medical expenses in excess of three (3%) of annual income.

Step E: A- (B+C+D) = Adjusted Gross Income (AGI) \$\_\_\_\_\_ (E)

Step F: Monthly Income (AGI/12) \$\_\_\_\_\_ (F)

Step G: Income Available for Housing \$\_\_\_\_\_ (G)  
(Monthly Income of Homeowners x .25)  
(Monthly Income of Renters x not to exceed .35)

Step H: Monthly Housing Costs

Mortgage Payment	\$	
Home Insurance	\$	
Real Estate Taxes	\$	
Utility Allowance	\$	

(gas, electric, heat, water, and garbage only)

Total Monthly Housing Costs \$\_\_\_\_\_ (H)

Step I: G- H = Amount Available for Loan Repayment \$\_\_\_\_\_ (I)

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Step A: Loan Amount (A) \$ \_\_\_\_\_

Step B: Monthly Amount To Fully Amortize Loan (B) \$ \_\_\_\_\_  
(For 0%, 10 years - multiply loan amount by 1/120)

Step C: Client Payment Amount (C) \$ \_\_\_\_\_  
(from Ability to Pay Calculations—line I)

Step D: Monthly Amount Forgiven (D) \$ \_\_\_\_\_  
Subtract (C) from (B) = (D)

Step E:

If (B) is greater than (C): (C) is the monthly payment from client;  
(D) is the monthly loan amount forgiven;

BUT

If (C) is greater than (B): nothing is forgiven and  
(B) is the monthly payment from client;

Notes:

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1. All rehabilitation construction contracts MUST contain reference to the following federal laws:

- a. Title VI of the *Civil Rights Act of 1964*, as amended:

"All parties to this contract hereby agree to comply with the provisions of Title VI of the *Civil Rights Act of 1964* (Public Law 88-352) which provides: that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

- b. Executive Order 11246, as amended:

"All parties to this contract which exceed \$10,000.00 hereby agree to comply with the provisions of Executive Order 11246 which provides: that contractors and sub-contractors take affirmative action to ensure fair treatment in employment, upgrading, demotion, layoff, or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship."

- c. Section 109 of the *Housing and Community Development Act of 1974*, as amended:

"All parties to this contract hereby agree to comply with the provision of Section 109 of the *Housing and Community Development Act of 1974* which provides: that no person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the *Age Discrimination Act of 1975* or with respect to an otherwise qualified handicapped individual as provided in section 504 of the *Rehabilitation Act of 1973* shall also apply to any such program or activity.

- d. Section 3 of the *Housing and Urban Development Act of 1968*:

"All parties to this contract hereby agree to comply with the provisions of Section 3 of the *Housing and Urban Development Act of 1968* which provides:

- i) that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the project area."

- ii) All parties to this contract hereby agree to comply with the following concerning procurement: "Pursuant to the Provisions of 24 CFR Part 85 and Section 3 of the *Housing and Urban Development Act of 1968*, in procuring supplies, equipment, construction and services, and CONTRACTOR and all SUBCONTRACTORS will contact those appropriate project area minority- and female-owned firms provided by the PUBLIC BODY on its solicitation list and provide such firms reasonable opportunities to compete for procurement contracts."
- e. *The Immigration Reform and Control Act of 1986:*

"All parties to this contract hereby agree to comply with the following provisions of the *Immigration Reform and Control Act of 1986* which provides: that the CONTRACTOR agrees by signing this contract that he or she does not and will not during the performance of this contract violate the provisions of the *Federal Immigration Reform and Control Act of 1986*, which prohibits employment of illegal aliens."
- f. *Lead-Based Paint Poisoning Prevention Act* (Public Law 91-695, 84 Stat. 2068 as amended by Public Law 93-151 and Public Law 94-317 (42 U.S.C. 4801))
  - i) "As pursuant to the *Lead-Based Paint Poisoning Prevention Act*, as amended, the CONTRACTOR and SUBCONTRACTORS shall not use lead based paint in residential structures and shall eliminate any lead-based paint hazards in residential structures rehabilitated."
  - ii) The governing body shall be responsible for inspection certifications and preparing specifications to eliminate identified lead based paint under CFR Section 35.24.
- 2. All rehabilitation construction contractors must submit a register of assigned employees and a *Monthly Register of Contractors, Subcontractors and Suppliers* for all procurement of \$1,000 or more (following page).

## Monthly Register of Contractors, Subcontractors and Suppliers

### Explanation of Form

- What it is used for:* To document procurements of more than \$10,000 (or more than \$1,000 if a housing rehabilitation project) made in a CDBG project.
- When it is used:* Procurements are registered as they occur or on a monthly basis prior to submittal. This form is complied by the Grantee, the prime contractor, and each subcontractor per the instructions below for each month and part of month during the course of a contract.
- Where it goes:* The Grantee files all submittals in their procurement and equal opportunity project files.
- Instructions:*
- COMPLETE THE “Month Covered” IN THE TOP RIGHT CORNER.
  - ROUND AMOUNTS TO THE NEAREST DOLLAR.
  - A procurement is registered one time and only for the month in which it occurred; DO NOT DUPLICATE PROCUREMENTS ON SUBSEQUENT SUBMITTALS.

**GRANTEE’S RESPONSIBILITIES:** The Grantee should complete this form each month to register all applicable procurements with prime contractors and suppliers. For submittal to itself the Grantee completes line (1) of SECTION I; line (2) and (3) remain blank. In SECTION II, the Grantee will identify each procurement as either ‘prime contractor’ or ‘supplier’ and will give complete information in the remaining columns.

For every procurement with a prime contractor, the Grantee should complete lines (1) and (2) of SECTION I and supply the prime contractor with enough copies for the duration of the contract.

**PRIME CONTRACTOR’S RESPONSIBILITIES:** The Prime Contractor must complete this form every month and part of month during the course of the contract for submittals to the Grantee along with any submittals received from subcontractors. The Prime Contractor must use the forms supplied by the Grantee in which lines (1) and (2) of SECTION I are already completed; line (3) remains blank. In SECTION II, the Prime Contractor will identify each procurement as either ‘subcontractor’ or ‘supplier’ and will give complete information in the remaining columns. The Prime Contractor is also responsible for assuring that subcontractors submit this form to the Prime Contractor as required.

For every procurement with a subcontractor, the Prime Contractor should complete item (3 of SECTION I (lines (1) and (2) are already completed on the form) and supply the subcontractor with enough copies for the duration of the subcontract.

**SUBCONTRACTOR’S RESPONSIBILITIES:** The Subcontractor must complete this form every month and part of month during the course of the contract for submittal to the Prime contractor. The Subcontractor should use the forms supplied by the Prime Contractor in which SECTION I is already completed. In SECTION II, the Subcontractor will identify each procurement as either ‘subcontractor’ or ‘supplier’ and will give complete information in the remaining columns.

# Monthly Register of Contractors, Subcontractors and Suppliers

Month Covered: \_\_\_\_\_, 20\_\_

Register Each Procurement Over \$10,000 (or over \$1,000 if a housing rehab project) one time only, in month of occurrence

## SECTION I: Identification of Level of Submittal, see instructions on back of form

(1) Grantee \_\_\_\_\_ Grant Contract # \_\_\_\_\_ Project Location \_\_\_\_\_

(2) Prime Contractor \_\_\_\_\_ IRS# (or owner's SSN) \_\_\_\_\_

(3) Subcontractor \_\_\_\_\_ IRS# (or owner's SSN) \_\_\_\_\_

## SECTION II: Details of Procurements

(see Instructions ) choose one:	Name and Address of Business, and IRS# (or owners' SSN)	Contract Description or Items Supplied	Amount of Contract or Purchase	Ownership of Business (check All that apply)
<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier	          IRS# (or SSN):		\$	<div> <input type="checkbox"/> Minority Business                             <input type="checkbox"/> White American                         </div> <div> <input type="checkbox"/> Local Business**                             <input type="checkbox"/> Black American                         </div> <div> <input type="checkbox"/> Female-Owned Business                             <input type="checkbox"/> Native* American                         </div> <div> <input type="checkbox"/> <input type="checkbox"/> Hispanic American                         </div> <div> <input type="checkbox"/> <input type="checkbox"/> Asian American                         </div> <div> <input type="checkbox"/> <input type="checkbox"/> Not American Owned                         </div>
<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier	          IRS# (or SSN):		\$	<div> <input type="checkbox"/> Minority Business                             <input type="checkbox"/> White American                         </div> <div> <input type="checkbox"/> Local Business**                             <input type="checkbox"/> Black American                         </div> <div> <input type="checkbox"/> Female-Owned Business                             <input type="checkbox"/> Native* American                         </div> <div> <input type="checkbox"/> <input type="checkbox"/> Hispanic American                         </div> <div> <input type="checkbox"/> <input type="checkbox"/> Asian American                         </div> <div> <input type="checkbox"/> <input type="checkbox"/> Not American Owned                         </div>
<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier	          IRS# (or SSN):		\$	<div> <input type="checkbox"/> Minority Business                             <input type="checkbox"/> White American                         </div> <div> <input type="checkbox"/> Local Business**                             <input type="checkbox"/> Black American                         </div> <div> <input type="checkbox"/> Female-Owned Business                             <input type="checkbox"/> Native* American                         </div> <div> <input type="checkbox"/> <input type="checkbox"/> Hispanic American                         </div> <div> <input type="checkbox"/> <input type="checkbox"/> Asian American                         </div> <div> <input type="checkbox"/> <input type="checkbox"/> Not American Owned                         </div>
<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier	          IRS# (or SSN):		\$	<div> <input type="checkbox"/> Minority Business                             <input type="checkbox"/> White American                         </div> <div> <input type="checkbox"/> Local Business**                             <input type="checkbox"/> Black American                         </div> <div> <input type="checkbox"/> Female-Owned Business                             <input type="checkbox"/> Native* American                         </div> <div> <input type="checkbox"/> <input type="checkbox"/> Hispanic American                         </div> <div> <input type="checkbox"/> <input type="checkbox"/> Asian American                         </div> <div> <input type="checkbox"/> <input type="checkbox"/> Not American Owned                         </div>

\*NATIVE AMERICAN - American Indian/Alaskan Natives \*\*LOCAL BUSINESS - Business located in immediate county(s) surrounding project area

**The Grantee must use an attorney to ensure the Deed is properly prepared.**

\_\_\_\_\_  
(Lender's Name)

**This Deed Of Trust Made** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, (herein referred to as "Borrower"), and \_\_\_\_\_ and \_\_\_\_\_ (herein referred to as "Trustees") , either of whom may act; \_\_\_\_\_ and \_\_\_\_\_

\_\_\_\_\_  
(Lender's Name and Address)

(herein referred to as "Lender").

### **RECITALS**

**Whereas**, the Borrower has executed a deed of trust note of even date (the "Note") payable to the Lender in the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_) and maturing on \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, and evidencing a loan for rehabilitation of the Property (as defined herein below) intended for occupancy by persons of low and moderate income. The Borrower desires to secure to the Lender the payment of certain indebtednesses of the Borrower to the Lender and the performance of certain covenants made by the Borrower to the Lender; **and**

**Whereas**, the aforementioned deed of trust note of even date (the "Note") reflects that:

\_\_\_\_\_ dollars  
(\$\_\_\_\_\_) of the aforementioned amount is a loan and matures on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, **(if not applicable, insert N/A in each of the foregoing blanks); and**

\_\_\_\_\_ dollars  
(\$\_\_\_\_\_) of the aforementioned amount is forgiven monthly on each

\_\_\_\_\_ day of \_\_\_\_\_, for \_\_\_\_\_ ( \_\_\_\_\_) months until the forgiven balance is paid in full (if not applicable, insert N/A in each of the foregoing blanks).

**Now Therefore, Witnesseth:** That for and in consideration of the provisions of this Deed of Trust (herein referred to as “Deed”) and of \$1.00 cash in hand paid and other valuable consideration, the receipt whereof is hereby acknowledged, the Borrower does hereby grant and convey unto the Trustees, with General Warranty, the real property described with particularity below:  
(Property Description)

Together with all buildings, improvements, and fixtures now or hereafter erected thereon, including without limitation all apparatus, equipment, fixtures or articles, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or other services, and all items of personal property and any other thing now or hereafter therein or thereon used in connection with the Property including without limitation screens, window shades, storm doors and windows, affixed floor coverings, screen doors, venetian blinds, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not ); and also together with all easements relating to the Property, as well as any unearned hazard insurance premium with respect to such property, all of which are hereby pledged, assigned, transferred and set over unto the Trustees, whether now due or hereafter to become due. All of the foregoing realty and personalty are hereafter sometimes referred to as the “Property”.

**In Trust, However,** to secure to the Lender the performance and payment by the Borrower of the indebtednesses described in Paragraphs 1,2 and 3 below, which indebtednesses are sometimes referred to herein as the “Secured Indebtednesses”, and also to secure the due and punctual performance by Borrower of each and every covenant, condition and agreement contained herein, and each and every other obligation, covenant and agreement (sometimes referred to herein as the “Secured Covenants”) of the Borrower to and with the Fund concerning or relating to the Property.

### **SECURED INDEBTEDNESSES**

The **Secured Indebtednesses** consist of :

**1. Indebtednesses under Note.** All obligations under the Note, if any, and each note given in substitution for, or upon any renewal or extension of, the Note.

**2. Indebtednesses Arising Under Deed of Trust.** All indebtednesses to the Lender and to the Trustees which arise under any of the Borrower’s covenants expressly made herein, including fees of their attorneys and agents and other expenses respectively



incurred by them in connection with the performance by or assertion of their respective rights and/or duties as set forth in this Deed.

**3. Other Indebtednesses.** All other indebtednesses of the Borrower to the lender, whether arising out of the Secured Covenants or otherwise, whether now existing or hereafter incurred, whether or not represented or evidenced by negotiable instruments or other writings.

Whenever moneys are to be applied by the Lender to the payment of the Secured Indebtednesses, the Lender shall determine, in its sole discretion, the order and manner in which such moneys are to be applied to the individual indebtednesses secured hereby, unless expressly provided otherwise by this Deed, by other written agreement between the Borrower and the Lender or by law.

### **ADDITIONAL SECURITY**

As additional security for the payment of the Secured Indebtednesses and performance of the Secured Covenants, the Borrower hereby transfers, sets over and assigns to the Lender:

A. All judgments, awards of damages, settlements and compensation made in connection with or in lieu of; (i) any taking of the Property by or under assertion of the power of eminent domain; (ii) any damage to or destruction of the Property by insured casualty; and (iii) any other injury or damages to the Property. The Lender is authorized and empowered (but not required) to collect and receive any such sums and is authorized to apply them in whole or in part to the reduction of the Secured Indebtednesses and/or to the performance of the Secured Covenants.

### **SECURED COVENANTS**

The **Borrower covenants and agrees as follows:**

(1) **Payment and Performance.** Borrower shall pay without demand all Secured Indebtedness and shall fully perform without demand all Secured Covenants, when such payments or performances are due.

(2) **Payment and Discharge of Liens.** Borrower shall pay when due all amounts and shall perform all covenants secured by any deeds of trust recorded prior to this Deed. The Borrower also shall pay, when due, all claims of every kind and nature which might or could become a lien on the Property or any part thereof having priority over the lien of this Deed, and the Borrower shall not at any time create or allow to exist any prior lien on the Property or any part thereof of whatsoever kind or nature other than those specifically approved by the Lender; provided, however, that the following are excepted from the foregoing: (i) liens for taxes and assessments which are not delinquent although by law are given the status of a lien and (ii) such of the above claims as are, and during the time they are, being contested by the Borrower in good faith and by appropriate legal

proceedings, but the Borrower shall post such security for the payment of such contested claims as is requested by the Lender.

**(3) Maintenance of the Property.** (i) Borrower shall promptly repair, restore or rebuild any part of the Property that may become damaged or be destroyed while subject to the lien of this Deed; (ii) Borrower shall not commit or suffer waste of the Property; (iii) Borrower shall not commit or suffer to be done or exist on or about the Property any condition whereby the Property shall become less valuable; (iv) without prior written permission, Borrower shall not remove or demolish the Property; (v) Borrower shall comply with all applicable laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property, and not to suffer or permit any violations thereof.

**(4) Inspections.** The Lender and its agents shall have the right of entry and free access to the Property and right to inspect all buildings, fixtures and equipment in the Property. All books, contracts, records, documents, and other papers relating thereto shall at all times be available at the Property (or such other place as the Lender shall approve) in reasonable condition for proper audit and shall be subject to examination and inspection and copying at any reasonable time by the Lender or its authorized agents. It is understood and agreed that any inspection hereunder by the Lender shall be for the sole benefit and protection of the Lender, and neither the Borrower nor any other party shall be entitled to rely upon such inspection or the results therefrom for any purpose whatsoever, including without limitation the assertion of ; (a) any claim or defense with respect to any failure by the Borrower to perform in accordance with the terms of this Deed; or (b) any waiver or other modifications of the rights of the Lender or obligations of the Borrower hereunder.

**(5) Insurance.** Borrower shall maintain insurance for the full replacement cost of the Property, and shall maintain policies of insurance against such other hazards, casualties and contingencies as the Lender may require, with all such policies naming the Lender as the mortgagee and to be in form satisfactory to, and with insurance companies approved by, the Lender. The proceeds of any such insurance shall be applied by the Lender to the restoration of the Property damaged or destroyed, under safeguards satisfactory to the Lender in its sole discretion. Such policies shall, at the option of the Lender, be directed to and held by the Lender without liability. Borrower shall provide to the Lender annual certificates of insurance or endorsements, as applicable, and evidence that insurance policy premiums have been paid when due.

**(6) Payment of Escrow Deposits.** (i) At the option of the Lender, the Borrower shall pay to the Lender, to the extent requested by the Lender, on the dates upon which interest is payable, such amounts as the Lender from time to time estimates are necessary to create and maintain a fund from which to pay before the same become due, all taxes, assessments, liens, hazard insurance premiums, and charges on or against the Property. Payments from said fund for said purposes may be made by the Lender at its discretion even though subsequent owners of the Property may benefit thereby. Funds deposited for one purpose may be disbursed by the Lender for any of the other purposes listed in this Section. (ii) Payments pursuant to this Section and payments due under the Note

shall be added together and the aggregate amount thereof shall be paid by the Borrower each month in a single payment to be applied by the Lender to the following items in the order set forth:

- A. Amounts required pursuant to subparagraph (i) of this Section.**
- B. Interest due under the Note.**
- C. Amortization of principal due under the Note.**

Any excess funds accumulated under this Section remaining after payment of the items herein mentioned shall be credited to subsequent monthly payments of the same nature required hereunder. If any such item shall exceed the estimate therefor, the Borrower shall without demand forthwith make good the deficiency.

**(7) Payment of Taxes and Utility Charges.** The Borrower shall pay, when due, all taxes and assessments both general and special, ground rents, fines, penalties, impositions, levies, dues and charges of every type or nature levied upon or assessed against the Property including any personal property included thereon, or upon the interest therein of the Lender or the Trustees hereunder and shall annually provide to the Lender evidence that all such payments have been paid when due.

**(8) Warranty of Title.** The Borrower is lawfully seized of an indefeasible estate in the Property in fee simple, free from encumbrances except as accepted by the Lender, has good right and power to convey the Property, does hereby warrant generally the same, and shall execute such further assurances as may be requisite.

**(9) Attorneys' Fees: Costs of Trustees' Sale.** If the Lender employs an attorney to collect any or all of the Secured Indebtedness or to foreclose this Deed, or authorizes the Trustees to conduct Trustees' sale proceedings hereunder, then the Trustees and the Lender shall be reimbursed by Borrower, immediately and without demand, for all reasonable costs, charges and attorneys' fees incurred by them or either of them in any such case whether or not suit be commenced, and the same shall be secured hereby.

**(10) Sale or Forbearance.** No sale of the Property, forbearance on the part of the Lender or extension of the time for the payment of the Secured Indebtednesses given by the Lender shall operate to release, discharge, modify, change or affect the original liability of the Borrower herein either in whole or in part.

**(11) Rights of Lender to Remedy Defaults.** If the Borrower defaults in payment of any sums or in the performance of any act required to be paid or performed by the Borrower under the provisions of any of the covenants herein, the Lender may, at its option, make payment thereof or perform any act required of the Borrower, to such extent and in any form or manner deemed expedient by the Lender, and pay any other sums, expenses, and charges, including attorneys' fees which the Lender deems necessary or appropriate therefor. The lender shall be the sole judge of the validity, priority and amount of any such claims so paid by it and the necessity for the performance by the Lender of any such act which the Borrower was required but failed to perform. The

Lender at its option, shall be subrogated to any encumbrance, lien, claim or demand which it has paid under the provisions hereof and any such subrogation rights shall be additional and cumulative security to those set forth in this Deed and as provided by law.

**(12) Repayment to the Lender.** Upon the payment of any sums or performance of any act which the Borrower fails to pay or to perform, the amount so paid or the cost of performing any such act, together with other sums paid or incurred by the Lender (including charges, expenses and attorney's fees deemed necessary or appropriate by the Lender to effect such payment or to perform such act) immediately and without demand, shall be paid by the Borrower to the Lender. The foregoing amounts shall be secured hereby.

**(13) Regulatory Covenants.** (a) The Borrower hereby agrees that it shall comply with the provisions of all applicable federal, state, and local laws prohibiting discrimination in housing and that the Borrower, to the extent it has employees, and all contractors and subcontractors engaged in the construction, rehabilitation, or management of the Property, shall provide an equal opportunity for employment without unlawful discrimination. (b) The provisions of this subparagraph (b) shall apply during the period when the Note, if any, is secured by this Deed. (i) The "Rehabilitation" shall be deemed to be the provision or the performance of the labor, services or material necessary to install, construct or complete those improvements in accordance with the work write-up or the plans and specifications for the Property which were submitted to and approved by the Lender (such write-up or plans and specifications are referred to herein as the "Plans"). The Plans are incorporated herein by reference.

**(14) Sections 55-59, 59.1 through 59.4 and 55-60, Code of Virginia.** The duties, rights and obligations set forth in Section 55-59 of the Code of Virginia shall be deemed to be superseded by the provisions of this Deed. Except as otherwise herein expressly provided, this Deed shall be construed to incorporate the provisions of Sections 55-59.1 through 55-59.4 of the Code of Virginia as now in force and specifically to incorporate herein the following provisions, by short form reference below, of Sections 55-59.2, 55-59.4 and 55-60 of the Code of Virginia:

**Exemptions waived.**

**Renewal, extension or reinstatement permitted.**

**Any Trustee may act.**

**Advertisement required: Such advertisement shall be published once a day for three days.**

**(15) Events of Default.** Any one or more of the following events shall constitute a default under this Deed: (a) Default in the payment of any portion of the Secured Indebtednesses or any installment thereof, whether principal, interest, loan repayment or otherwise, when and as the same shall become due and payable, whether at maturity or by acceleration or otherwise; or (b) Default in the due performance or observance of any Secured Covenant; or (c) Misrepresentation or omission by the Borrower of any material fact in the Application, any supplements or amendments thereto or in or with respect to

any document or information furnished pursuant thereto. (d) If the Borrower shall be involved in financial difficulties as evidenced : (i) by an admission in writing of its inability to pay its debts generally as they become due; (ii) by filing a petition in bankruptcy or for the adoption of an arrangement under the National Bankruptcy Act (as now or in the future amended) or an admission seeking the relief therein provided; (iii) by making an assignment for the benefit of creditors; (iv) by consenting to the appointment of a receiver or trustee for all or a substantial part of its assets or to the filing of a petition against it under said Bankruptcy Act; (v) by being adjudicated a bankrupt; (vi) by the entry of a court order appointing a receiver or trustee for all or a substantial part of the assets of the Borrower or approving as filed in good faith a petition filed against it under said Bankruptcy Act; (vii) by the assumption of custody or sequestration by a court of competent jurisdiction of all or substantially all of the assets of the Borrower; (viii) by an attachment for an amount in excess of \$5,000 on any substantial part of the assets of the Borrower which shall not be discharged within thirty (30) days from the making thereof; (ix) by a judgment or decree for the payment of money in excess of \$5,000 being entered against the Borrower, or if an attachment, execution or levy is made upon any of its assets and the judgment, execution or levy, as the case may be, is not discharged or stayed within thirty (30) days from the date of the judgment, attachment, execution or levy as the case may be; or (x) by default under any deed of trust recorded prior to this deed.

#### **(16) Remedies on Default.**

(a) **Acceleration.** In the event of any default hereunder, then all of the Secured Indebtednesses shall, at the option of the Lender, become at once due and payable. No failure by the Lender to exercise such option shall be deemed or construed as a waiver of the right to exercise same in the event of any subsequent or continuing event or default.

(b) **Sale.** In the event of default hereunder, then at the request of the Lender the Trustees shall sell (and in the case of default of any purchaser, shall resell) the Property at auction for cash, unless the Lender and the Trustees shall agree upon other terms. Such sale shall be held, in the discretion of the Trustee, at the premises or in front of the circuit court building (or at such other place as the Trustees may select) in the city or county in which the Property or the greater part thereof lies, or in the corporate limits of any city surrounded by or contiguous to such county, or in the case of annexed land, in the county of which the land was formerly a part. Such sale shall be made upon such other terms and conditions, in such parcels and at such times as the Trustees shall deem proper. Upon compliance with the terms of such sale, the Trustees shall convey the Property in fee simple to and at the cost of the purchaser thereof (who shall not be required to see to the application of the purchase money) and to hold and apply the proceeds of such sale or sales in the manner provided by law and this Deed.

(c) **Entry and Receivership.** In the event of any default hereunder and irrespective of whether the Lender accelerates the maturity of all indebtedness secured hereby, the Lender may exercise the rights and remedies provided herein. In addition, in the event of such default, the Lender or the Trustees, upon the Lender's written demand to the Trustees, without notice may enter upon and take possession of the Property or any part

thereof, and perform personally or by their agents any acts which the Lender or the Trustees deem necessary or proper to operate, manage and conserve the Property and/or have a receiver appointed. The expenses (including but not limited to the Lender's, the Trustees' and the receiver's fees, counsel fees, costs and agents' compensation) incurred pursuant to the powers herein contained shall be secured hereby. In the event that the Trustees take possession of the Property pursuant hereto, the Trustees shall after payment of all their costs and expenses, pay to the Lender all rents and other income collected by the Lender or the Trustees, and the Lender shall apply the same to the payment of the Secured Indebtednesses. The right under this subparagraph (c) to enter and take possession of the property and to manage and operate the same whether by a receiver or otherwise, shall be in addition to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof.

**(d) Application of Funds.** With respect to funds (including investments therefrom) which are security under this Deed, the Lender shall, in the event of default hereunder, have the right, in addition to all other rights and remedies hereunder, at any time and from time to time to expend all or any part of such funds for the repayment of the Secured Indebtedness or the performance of the Secured Covenants. In the event of a sale under subparagraph (b), any such funds then remaining shall be applied to the Secured Indebtednesses.

**(17) Delay.** No delay by the Lender or the Trustees in exercising any right or remedy hereunder or otherwise afforded by law shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

**(18) Sales and Transfers Prohibited.** During the period that the Note is secured by this Deed, the Borrower shall not, without the prior written consent of the Lender, sell assign, convey, or transfer, nor suffer or permit any sale, assignment, conveyance or transfer of all or any part of any interest in the Property or any other security hereunder. Any permitted sale, conveyance or transfer shall be on such terms and conditions as the Lender shall prescribe.

**(19) Trustee Substitution.** The irrevocable power to appoint a substitute trustee or trustees hereunder is hereby expressly granted to the Lender, to be exercised at any time hereafter, without specifying any reasons therefor by filing for record in the Clerk's office where this instrument is recorded a deed of appointment. Said power of appointment of successor trustee or trustees may be exercised as often as and whenever the Lender deems advisable. The exercise of said power of appointment, no matter how often, shall not be an exhaustion thereof, and upon recording of such deed or deeds of appointment, the trustee or trustees so appointed shall thereupon, without further act or deed of conveyance, succeed to and become fully vested with identically the same title and estate in and to the Property hereby conveyed and with all the rights, powers, trusts and duties of their, his or its predecessor in the trusts hereunder, with like effect as if originally named as trustee or as one of the trustees hereunder.

**(20) Notice.** Unless required by law, notice of the exercise of any option granted to the Lender herein need not be given, and the Borrower hereby waives, to the extent permitted by law, any notice of the election of the Lender to exercise any such option.

**(21) Remedies Cumulative.** No remedy herein contained or conferred upon the Lender or the Trustees is intended to be exclusive of any other remedy or remedies afforded by law or by the terms hereof to the Lender or to the Trustees, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

**(22) Successors, Assigns, Gender, Number.** The covenants and agreements herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Wherever used, the singular number shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders.

**(23) Security Agreement.** This Deed shall constitute a security agreement under the Uniform Commercial Code for the benefit of the Lender as Secured Party. In the event of default hereunder, the Lender may, at its sole election, proceed to enforce any one or more of the rights and remedies (i) as provided in this Deed or any other agreements or instruments relating to the Property, or (ii) as otherwise provided by law.

**(24) Headings.** The headings herein are inserted only for convenience of referenced and in no way define, limit or describe the scope or intent of this Deed, or of any particular provision thereof, or the proper construction thereof.

Upon the payment of all Secured Indebtednesses and upon the performance of all Secured Covenants, the Borrower covenants to pay the expenses of releasing this Deed.

**WITNESS the following signatures and seals**

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

**STATE OF VIRGINIA**

\_\_\_\_\_ of \_\_\_\_\_, to-wit:

**The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.**

\_\_\_\_\_

**NOTARY PUBLIC**

**My Commission expires:** \_\_\_\_\_.

**Date:**\_\_\_\_\_.

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**The Grantee must use an attorney to ensure the Note is properly prepared.**

\_\_\_\_\_  
(Lender Name)

**For Value Received**, the undersigned, jointly and severally, promise to pay to the order of \_\_\_\_\_ (The Noteholder”), the principal

sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) without interest.

\_\_\_\_\_ dollars (\$\_\_\_\_\_) of the aforementioned amount is a repayable loan without interest and if not sooner paid, matures on \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, **(if not applicable, insert N/A in each of the foregoing blanks); and**

\_\_\_\_\_ dollars (\$\_\_\_\_\_) of the aforementioned amount is a loan forgiven on each \_\_\_\_ day of \_\_\_\_\_, at the rate of 1/120 of the total amount for 120 months **(if not applicable, insert N/A in each of the foregoing blanks).**

The payment(s) described above shall be made payable to \_\_\_\_\_ at \_\_\_\_\_ or such other place as the Noteholder may designate in writing, in consecutive monthly installments of \_\_\_\_\_ dollars (\$\_\_\_\_\_) each, on the 1st day of each month beginning the first month following the execution of this document or the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and continuing on the like day of each successive month thereafter until the entire indebtedness evidenced hereby is fully paid.

All payments received by the Noteholder on account of this Note shall be first applied to accrued interest and the residue to reduction of principal.

The undersigned shall pay to the Noteholder a late charge of five percent (5%) of any installment not received by the Noteholder within fifteen (15) days of its due date.

In the event that any monthly installment due under this Note is not paid when due and remains unpaid for a period of fifteen (15) days after written notice is sent stating that

any of the parties hereto shall be in default in the performance of any of the covenants, terms or conditions of the instrument securing the indebtedness evidenced hereby, then the entire principal amount outstanding hereunder and accrued interest thereon shall at once become due and payable at the option of the Noteholder. Failure to exercise such option upon default shall not constitute waiver of the right to exercise such option upon any subsequent default.

The right is reserved to prepay this Note, in whole or in part, on any installment due date. At the option of the Noteholder, prepayments shall be applied to reduction of the indebtedness in the inverse order of maturity of the installments provided for herein.

The loan evidenced by this Note is being made to finance the improvement of certain property pursuant to the Indoor Plumbing Rehabilitation Loan Program. This Note and the instrument securing the same may be sold, assigned, and transferred by the Noteholder.

The undersigned makers, and any and all endorsers, sureties, guarantors and assumers hereof (each a "Party" and collectively the "Parties" hereto), hereby jointly and severally waive presentment, demand, protest, notices of dishonor and of protest, the benefits of homestead, and all other waivable exemptions, and all defenses and pleas on the ground of any extension(s) of the time of payment or of the due dates of this Note, in whole or in part, before or after maturity, with or without notice, it being further agreed by all Parties that they will pay any collection expense, court costs, and reasonable attorneys' fees which may be incurred in the collection or enforcement of this Note or any part hereof.

This Note is secured by a Deed of Trust of even date herewith conveying real property and other security, which real property is briefly described as \_\_\_\_\_ located in the \_\_\_\_\_ of \_\_\_\_\_, Virginia, and more fully described in said Deed of Trust, in which the Trustees are \_\_\_\_\_ and \_\_\_\_\_.

**WITNESS the following signatures.**

\_\_\_\_\_  
**Signature of Borrower**

\_\_\_\_\_  
**Signature of Borrower**

**Property Address:**

\_\_\_\_\_  
\_\_\_\_\_

**COMMONWEALTH OF VIRGINIA**  
**CITY/COUNTY OF** \_\_\_\_\_

**This is to certify that this is the Note described in and secured by a Deed of Trust dated \_\_\_\_\_, 20\_\_\_\_, on the Property located in \_\_\_\_\_, Virginia.**

\_\_\_\_\_  
**Notary Public**

**My Commission expires:** \_\_\_\_\_.

**Date:** \_\_\_\_\_.

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**Your Right to Cancel:**

You are entering into a transaction that will result in a mortgage lien on your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

1. The date of the transaction, which is \_\_\_\_\_; or
2. The date you received your Truth-in-Lending Disclosure Statement; or
3. The date you received this notice of your right to cancel.

If you cancel the transaction, the mortgage lien is also canceled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the mortgage lien on your home has been canceled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

**How to Cancel**

If you decide to cancel this transaction, you may do so by notifying us in writing at:

*(Grantee's address)*

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must, send the notice of cancellation no later than midnight of \_\_\_\_\_ (date), or (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

**I wish to cancel**

---

Borrower's Signature

---

Date

---

Borrower's Signature

---

Date

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Borrower: \_\_\_\_\_

Lender: \_\_\_\_\_

(Grantee's Name)

(Grantee's Address)

1. Amount Financed (the amount of credit provided to you or on your behalf) \$ \_\_\_\_\_

2. FINANCE CHARGE (the dollar amount your credit will cost you)

A. Total Interest Charge \$ \_\_\_\_\_

You have the right to receive at this time an itemization of the Amount Financed.

\_\_\_\_\_ I want an itemization \_\_\_\_\_ I do not want an itemization

3. Total of Payments (amount you will have paid after you have made all scheduled payments) \$ \_\_\_\_\_

4. ANNUAL PERCENTAGE RATE (The cost of your credit as a yearly rate) \$ \_\_\_\_\_

5. The loan is to be repaid in \_\_\_\_\_ equal consecutive monthly installments.

6. Each monthly statement of principal and interest shall be in the amount of \$ \_\_\_\_\_

7. Payment of monthly installments shall begin on the 1st day of \_\_\_\_\_, 20\_\_\_\_, and thereafter on the 1st day of each and every month until the loan is repaid in full.

8. THE FINANCE CHARGE BEGINS TO ACCRUE ON \_\_\_\_\_  
(Date)

9. The following must be paid at closing:

Recording cost (Estimate) \$ \_\_\_\_\_

Other \$ \_\_\_\_\_

10. **Late Payments.** If a payment is late, you will be charged \_\_\_\_\_ (\_\_\_\_%) per cent of the payment.. If your loan is in default, all amounts secured by the Deed of Trust may become due and payable immediately, and you will have to pay additional expenses.

11. **Prepayment Provisions.** If you pay off early, you will not have to pay a penalty and you will not be entitled to a refund of part of the finance charges.

12. **Assumption.** Someone buying the property may, with the approval of the lender, be allowed to assume the remainder of the loan on the original terms.

13. **Insurance.** You may obtain property insurance from anyone you want that is acceptable to the Lender.

14. **Additional Information.** See your contract documents for additional information about insurance, security interests, nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

15. **Security interest.** This loan will be secured by a Deed of Trust on \_\_\_\_\_

(Property Address)

**I acknowledge receipt of a copy of the foregoing Truth-in-Lending Disclosure**

\_\_\_\_\_  
Signature of Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Borrower

\_\_\_\_\_  
Date

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# HOUSING REHABILITATION CONTRACTOR'S QUALIFICATION STATEMENT

All questions must be answered in full. Additional sheets for clarification of answers or additional information may be attached. **This statement must be notarized.**

1. Name, address, phone number, contractor license #, and IRS number (or owner's social security #) of company.
2. List company's owner and principal officer and date and place organized.
3. Describe general character of work performed.
4. List any work awarded failed to be completed or contracts defaulted on. Note where and why.
5. List three most important recent contracts over \$10,000. State the owner, work, approximate cost, place, date started and date completed.
  1. \_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_
  2. \_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_
  3. \_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_
6. List the contracts upon which you are currently working. State the owner, location, approximate cost, and estimated date of completion.

7. List three material suppliers and amount of credit available.

1. \_\_\_\_\_ \$ \_\_\_\_\_  
2. \_\_\_\_\_ \$ \_\_\_\_\_  
3. \_\_\_\_\_ \$ \_\_\_\_\_

8. List bank references and amount of credit available.

1. \_\_\_\_\_ \$ \_\_\_\_\_  
2. \_\_\_\_\_ \$ \_\_\_\_\_

9. List insurance coverage and amount.

Liability-Property : \_\_\_\_\_ \$ \_\_\_\_\_  
Liability-Personal Injury : \_\_\_\_\_ \$ \_\_\_\_\_  
Vehicle and Equipment : \_\_\_\_\_ \$ \_\_\_\_\_  
Other-\_\_\_\_\_ : \_\_\_\_\_ \$ \_\_\_\_\_  
(identify)

10. List subcontractors utilized. State name, address, specialty, subcontractor license #, and years of experience.

1. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Specialty: \_\_\_\_\_  
License # \_\_\_\_\_ Years of Experience \_\_\_\_\_

2. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Specialty: \_\_\_\_\_  
License # \_\_\_\_\_ Years of Experience \_\_\_\_\_

3. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Specialty: \_\_\_\_\_  
License # \_\_\_\_\_ Years of Experience \_\_\_\_\_

11. Provide a general description of the experience of the company and its key personnel.

12. Number of current full-time employees \_\_\_\_\_  
Number employed at highest level in past twelve months \_\_\_\_\_
13. Are you on any list of debarred contractors maintained by the U.S. Department of Labor, U.S. Department of Housing & Urban Development, or Virginia Department of Highways? ☐ YES ☐ NO
14. All contractors, subcontractors and their workers, including electricians, must have attended Lead Safe Work Practices training in order to be considered for work under this program. Have all of your workers attended this training?  
☐ YES ☐ NO If yes, complete the Employee Training Record.

If not, they will be required to attend the training before they can work on a project site. Do you need information about LSWP classes? ☐ YES ☐ NO

The undersigned hereby authorizes and requests any person, firm or Corporation to furnish any information requested by \_\_\_\_\_ in verification of the recitals comprising this statement of contractor's qualifications:

Contractor: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being duly sworn deposes and says that he/she is  
\_\_\_\_\_ of \_\_\_\_\_  
and that the answers to the foregoing questions and all statements therein contained are true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
20\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_, 20\_\_\_\_

## EMPLOYEE TRAINING RECORD

### LBP-RELATED WORK

Contractor's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Employee's Name	Training Type and Level

Training Levels: **In** = Initial      **Rf** = Refresher

Training Types:

**LS**                      Licensed Supervisor  
**LW**                      Licensed Worker  
**OSHA**                      Basic OSHA training, including respirator rules  
**4-Day**                      Equivalent to EPA Supervisor; no license  
**3-Day**                      Equivalent to EPA Worker; no license  
**2-Day**                      Equivalent to brief EPA Worker  
**1-Day**                      HUD LBP Training "Addressing LBP Hazards during Renovation, Remodeling and Rehabilitation in Federally Owned and Assisted Housing" aka Lead Safe Work Practices

**Note: All contractors, subcontractors and workers must have, at a minimum, the Lead Safe Work Practices training to work on DHCD housing rehabilitation projects consisting of interim controls.**



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**DHCD Supplemental Rehab Requirements  
Work Write Up Checklist**

**Owner**\_\_\_\_\_

**Occupant**\_\_\_\_\_

**Property Address**\_\_\_\_\_

**IPR** ☐

**CDBG** ☐

---

[ ] **Termite Inspection**

\_\_\_\_\_ Name of Inspector

\_\_\_\_\_ Name of Company

\_\_\_\_\_ Date of Inspection

YES ☐ NO ☐

Treatment Required?

\_\_\_\_\_ Date of Treatment

[ ] **Chimney Inspection**

\_\_\_\_\_ Name of Inspector

\_\_\_\_\_ Date of Inspection

Type of Repairs Needed\_\_\_\_\_

\_\_\_\_\_

[ ] **Debris Removal**

Debris to be Removed\_\_\_\_\_

\_\_\_\_\_

[ ] **Electrical Inspection**

\_\_\_\_\_ Name of Electrical Inspector

\_\_\_\_\_ Date of Electrical Inspection

Electrical Deficiencies Found\_\_\_\_\_

\_\_\_\_\_

[ ] **Weatherization**

\_\_\_\_\_ Date of Blower Door **PRE**-test \_\_\_\_\_ CFM @ 50 pas

\_\_\_\_\_ Name of Tester

YES ☐ NO ☐ R-19 Ceiling Insulation?

YES ☐ NO ☐ Storm Door Present at Front and Rear

Weatherization Deficiencies Found \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[ ] **Special Physical Needs Assessment**

YES ☐ NO ☐ Is house occupied by someone with special needs?

Description of Needs \_\_\_\_\_

\_\_\_\_\_

[ ] **Smoke Detector(s) Present** Hard Wired # \_\_\_\_\_ Battery Powered # \_\_\_\_\_

Description of Needs \_\_\_\_\_

*The Rehabilitation Specialist hereby certifies that the items listed on the DHCD Supplemental Checklist have been addressed and all known deficiencies have been included in the Work Write Up for repair at the house specified.*

\_\_\_\_\_  
*Signature of Rehabilitation Specialist*

\_\_\_\_\_  
*Date*

Reviewed by:

\_\_\_\_\_  
*Signature of Program Administrator*

\_\_\_\_\_  
*Date*

**THIS FORM TO BE SUBMITTED BY THE REHAB SPECIALIST TO THE PROGRAM ADMINISTRATOR ALONG WITH THE INITIAL INSPECTION FORM AND COMPLETED WORK WRITE UP PRIOR TO SOLICITING BIDS.**



## DHCD Supplemental Rehab Requirements FINAL INSPECTION REPORT

Owner \_\_\_\_\_ Occupant \_\_\_\_\_

Address \_\_\_\_\_

Number in Family \_\_\_\_\_ Annual Income Verified \$ \_\_\_\_\_

Prime Contractor \_\_\_\_\_

Base Contract Amount \$ \_\_\_\_\_

Exceptions

Bathroom \_\_\_\_\_

Well \_\_\_\_\_

Septic \_\_\_\_\_

Accessibility \_\_\_\_\_

Add Bedroom(s) \_\_\_\_\_

Lab/Lead Dust Testing \_\_\_\_\_

Change Order(s) \_\_\_\_\_

Subtotal Construction Costs \$ \_\_\_\_\_

Demolition Costs \_\_\_\_\_

**TOTAL CONSTRUCTION COSTS** \$ \_\_\_\_\_

***Check the answer which best describes rehabilitation efforts.***

YES

NO

- |                          |                          |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Do all housing quality deficiencies appear to have been repaired and does the house now meet DHCD HQS?             |
| <input type="checkbox"/> | <input type="checkbox"/> | Does it appear that all work items have been completed?  |
| <input type="checkbox"/> | <input type="checkbox"/> | Did the occupant offer any complaints (if yes, list under comments)?   |
| <input type="checkbox"/> | <input type="checkbox"/> | Did the homeowner, if different, offer any complaints (if yes, list under comments)?                               |
| <input type="checkbox"/> | <input type="checkbox"/> | Did the construction activities comply with the adopted community standards?                                       |
| <input type="checkbox"/> | <input type="checkbox"/> | Is there evidence of an inspection for termites, pests, lead based paint, and chimneys?                            |
| <input type="checkbox"/> | <input type="checkbox"/> | Have all debris, abandoned vehicles, and derelict structures been removed from the property?                       |
| <input type="checkbox"/> | <input type="checkbox"/> | Did the inspection reveal that weatherization measures were taken and at least R-19 ceiling insulation is present? |

Blower Door POST test \_\_\_\_\_CFM @ 50 pas

- |                          |                          |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Is the unit occupied by a handicapped or elderly person?       |
| <input type="checkbox"/> | <input type="checkbox"/> | If yes, were improvements appropriately made?                  |
| <input type="checkbox"/> | <input type="checkbox"/> | Is the electrical system adequate to meet any additional load? |
| <input type="checkbox"/> | <input type="checkbox"/> | Did construction require an electrical service upgrade?        |

Is the workmanship      ☐ Good                      ☐ Adequate                      ☐ Poor

Comments: \_\_\_\_\_  
\_\_\_\_\_

***This report accurately summarizes rehab work performed on the house noted.***

\_\_\_\_\_  
*Rehabilitation Specialist*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Program Manager*

\_\_\_\_\_  
*Date*

In the rehabilitation of housing using federal funds, Grantees and subrecipients must comply with federal lead-based paint protection, removal and preventative measures as set forth in CFR 570.608 and 24 CFR Part 35. The basic requirements, as applied by the Project Management Office of the Virginia Department of Housing and Community Development (DHCD), include rehab specialist training, notification of occupants, contracting requirements, education of contractors and workers, inspection, use of interim measures, clearance testing, temporary relocation, and where needed, abatement of documented lead-based paint.

The lead based paint requirements apply to all Indoor Plumbing Rehabilitation Loan Program (IPR) and Community Development Block Grant (CDBG) contracts. The lead paint regulations provide recipients with a choice of testing for lead paint and conducting abatement activities or assuming that lead is present and using a series of practices known as “interim measures” or “interim controls.” IPR and CDBG construction programs shall use the second option, assuming that lead is present, in all cases unless there is a child in the home with an elevated lead level in their blood. If this is the case, contact DHCD immediately for further instructions.

## Critical Steps for Lead-Related Compliance

All affected rehab programs shall carry out and document the following:

1. **Training of Rehab Specialist:** All Rehab Specialists operating in the IPR and CDBG construction programs must have received 40 hours of training and passed the accompanying tests for lead risk assessor. If your Rehab Specialist lacks this training, certification or licensure, please take steps necessary to remedy this situation, or contact the Program Manager immediately at 804-371-7061.
2. **Notification:** All occupants of housing built prior to 1978 and rehabilitated under one of the programs as outlined above will receive two notices before rehabilitation begins: the *Notification of the Presumption of Lead Based Paint*, and a pamphlet, *Protect Your Family From Lead in Your Home*. In the case of tenants, the owner shall be responsible for notification. Signed statements from the owner or tenant that the notices were received must be in the project files. Brochures are available by contacting your Community Representative. Additional notifications may be required by the contractor.
3. **Contracting requirements:** All rehab and construction contracts must contain prohibitions against use of lead-based paint. Further, only contractors and workers who have been trained in lead safe work practices may be determined as qualified to work on these federally-funded rehabs using interim measures.

4. **Education of contractors and workers:** DHCD has provided a mechanism for assuring that contractors and their workers have the opportunity to receive free training in HUD's lead safe work practices. OSHA has additional requirements of which contractors must be aware. Contractors working on 2002 IPR and CDBG contracts and beyond must be trained in lead safe work practices. If your contractors and crews have not yet received this training and you are unsure of your next step, please contact the Program Manager at 804-371-7055.
5. **Inspection:** DHCD is neither requiring nor encouraging a sampling of paint as part of the initial inspection process. Instead, DHCD requires the inspection to note whether there is a defective paint surface, friction surface, or impact surface present. If there are NO defective surfaces and no activity will trigger application of interim measures (note that in these types of rehab, this situation will be rare), the rehab proceeds with no special precautions. If there ARE defective surfaces, the contractor shall be required to use "interim controls" or "interim measures" to protect the occupants of the unit being rehabilitated, as well as the workers.
6. **Interim measures:** Interim measures are a series of steps meant to protect occupants and workers. These measures are called *standard treatments* when they are performed without the benefit of an evaluation such as a risk assessment or lead hazard screen. Items a. through e. shall be addressed:
  - a. The work will be of a scope and scale that allow it to be done within the cost limits outlined elsewhere (base construction cost never exceeding \$25,000);
  - b. The contractor, subcontractors and crew awarded the job must be trained in lead safe work practices, including but not limited to how to isolate work areas, and safe methods of paint removal;
  - c. The areas in which potentially lead-disturbing work occur must be thoroughly cleaned;
  - d. At the completion of the work, the rehab specialist must complete appropriate dust and soil sampling, and the sampling reveal that lead – if present – is within acceptable limits. If not, the areas must be cleaned and additional samples taken until the levels are determined to be within acceptable limits; and
  - e. Temporary relocation will be required in most cases.
7. **Temporary relocation:** All households benefiting from housing rehab will be temporarily relocated unless one or more of the following conditions exists:
  - a. all household members are 62 years of age or older;
  - b. the house was constructed after 1978;
  - c. all interior work will be completed in one eight-hour period;
  - d. all interior work will be completed in five consecutive days and the bedrooms, bathroom, and kitchen can be isolated from the rehab work; or
  - e. only exterior work will be done.

DHCD has made financial provision for accommodating the extra cost of temporary relocation. Thus, it is not acceptable to choose to not rehab a house, or to place the house lower on the priority list, because of the need to temporarily relocate the occupants. Further, a safe, decent and affordable temporary relocation dwelling or unit must be made available. Referrals to charitable organizations, shelters, or the Department of Social Services are not acceptable methods of temporary relocation.

8. **Clearance Examination:** At the completion of lead hazard reduction activities and prior to occupants returning to their home after the rehab is completed, the Rehab Specialist must complete a Clearance Examination. This involves a visual assessment, taking dust wipe samples and soil samples and sending them to an accredited laboratory to determine the level of lead in the samples. If the level is too high, additional cleaning and sampling must occur until the lab report indicates that the lead levels are below the threshold determined to pose a hazard. Note that final payment may not be made to the contractor until the unit “passes” the Clearance Examination. Please note also that only the “successful” laboratory analysis is eligible as a cost “exception.” The cost of additional lab tests must be covered with other funds. A written Clearance Report and Lead Hazard Reduction Activity Notice must be submitted by the rehab specialist to the program administrator within 15 days of completion of the Clearance Examination.
9. **Abatement:** In certain cases, lead paint abatement may be necessary. If this is the case, the subrecipient or Grantee must contact DHCD immediately for further information, and assistance with determining the best approach.

## Definitions

The following lead-related definitions are applicable to all rehab projects:

**Defective or Failing Paint Surface** – any surface exhibiting one or more of the following characteristics:

- a. paint that is peeling, chipping, pitting or otherwise unstable;
- b. finishes on **friction and impact surfaces** that rub, bind or crush causing dust;
- c. finished horizontal surfaces that are rough, pitted or porous;
- d. unenclosed surfaces known to have been chewed by a child under the age of seven years old; or
- e. bare soil onto which deteriorated paint might have fallen.

**Chewable Surface** – any chewable protruding painted surface up to five feet from the floor or ground, which is readily accessible to children under the age seven, e.g., protruding corners, window sills and frames, doors and frames, and other protruding woodwork.

## NOTICE OF LEAD-BASED PAINT PRESUMPTION

In compliance with Section 25.125 of the Department of Housing and Urban Development's (HUD) regulation 24 CFR 35, on \_\_\_\_\_ (date), \_\_\_\_\_ ) (locality or subrecipient) elected to presume that all painted surfaces are coated with lead-based paint. The nature and scope of the presumptions made is outlined below:

☐ The home was constructed prior to 1978.

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(If additional space is needed, attach pages to this form.)

\_\_\_\_\_  
(Printed name of recipient or  
common where notice shall be posted)

\_\_\_\_\_  
(Delivery date or date of posting and time)

\_\_\_\_\_  
(Address of property)

\_\_\_\_\_  
(Printed name of person delivering or posting this notice)

\_\_\_\_\_  
(Signature of recipient, if delivered)

\_\_\_\_\_  
(Signature of person delivering or posting this notice)

- ☐ Resident refused to accept and sign this notification.
- ☐ Resident was unavailable for signature; therefore, the notice was placed:
- ☐ Under the unit door;
  - ☐ In the occupant's mailbox;
  - ☐ Other: \_\_\_\_\_.

For more information about the presumptions made, please contact:

\_\_\_\_\_  
(Name of contact person)

\_\_\_\_\_  
(Telephone number)

\_\_\_\_\_  
(Address of contact person)

## LEAD HAZARD CONTROL VISUAL CLEARANCE FORM

Date: \_\_\_\_\_

Name of clearance examiner: \_\_\_\_\_

License number: \_\_\_\_\_

Name of property owner: \_\_\_\_\_

Property address: \_\_\_\_\_

Date cleanup completed: \_\_\_\_\_

Time cleanup completed: \_\_\_\_\_

Interim control contractor name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_ (      )

Check if repeat clearance examination: ☐

Room Identifier	List of all building components to be treated in each room	Work on each component completed (Yes or No)	Visible paint chips seen? (Yes or No)	Visible settled dust seen (Yes or No)	Additional work required?

Exterior soil

☐ Treated

☐ Not treated

If treated, is bare soil present?

☐ Yes

☐ No

Was contaminated soil removed?

☐ Yes

☐ No

Is additional soil treatment required?

☐ Yes

☐ No

NOTES:

Signature: \_\_\_\_\_

# LEAD HAZARD CONTROL CLEARANCE DUST SAMPLING FORM

(Single Surface Sampling)

Date: \_\_\_\_\_

Name of clearance examiner: \_\_\_\_\_

License number: \_\_\_\_\_

Name of property owner: \_\_\_\_\_

Property address: \_\_\_\_\_

Clearance categories:

1. Interior treatments without containment.
2. Interior treatments with containment
3. Exterior work on painted surfaces.
4. Routine maintenance.
5. Soil work.

Sample number	Room number or identifier	Surface types sampled (floor, interior window sill, window trough)	Clearance category number	Dimensions of sample area (inches)	Area (ft <sup>2</sup> ) (can be completed by lab)	Result of lab analysis (µg/ft <sup>2</sup> ) (can be completed by lab)	Pass or Fail

Total number of samples on this page: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

Date of sample collection: \_\_\_\_/\_\_\_\_/\_\_\_\_ Date shipped to lab: \_\_\_\_/\_\_\_\_/\_\_\_\_

Shipped by: \_\_\_\_\_

(Signature)

Received by: \_\_\_\_\_

(Signature)



# LEAD HAZARD CONTROL CLEARANCE SOIL SAMPLING FORM

(Composite Sampling)

Date: \_\_\_\_\_

Name of clearance examiner: \_\_\_\_\_

License number (if applicable): \_\_\_\_\_

Name of property owner: \_\_\_\_\_

Property address: \_\_\_\_\_

Clearance categories:

1. Interior treatments without containment.
2. Interior treatments with containment
3. Exterior work on painted surfaces.
4. Routine maintenance.
5. Soil work.

Sample number	Room number or identifiers included in sample	Dimensions of sample area in each room (inches x inches)	Total surface area samples (ft <sup>2</sup> )	Surface types sampled (smooth floors, carpeted floor, interior window sills, window troughs)	Clearance category number	Result of lab analysis (µg/ft <sup>2</sup> )	Pass or Fail
	_____ _____ _____ _____	____ x ____ ____ x ____ ____ x ____ ____ x ____					
	_____ _____ _____ _____	____ x ____ ____ x ____ ____ x ____ ____ x ____					
	_____ _____ _____ _____	____ x ____ ____ x ____ ____ x ____ ____ x ____					
	_____ _____ _____ _____	____ x ____ ____ x ____ ____ x ____ ____ x ____					

Total number of samples on this page: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

Date of sample collection: \_\_\_\_/\_\_\_\_/\_\_\_\_ Date shipped to lab: \_\_\_\_/\_\_\_\_/\_\_\_\_

Shipped by: \_\_\_\_\_  
(Signature)

Received by: \_\_\_\_\_  
(Signature)

**LEAD HAZARD CONTROL CLEARANCE SOIL SAMPLING FORM**  
(Composite Sampling Only)

Date: \_\_\_\_\_

Name of clearance examiner: \_\_\_\_\_

License number (if applicable): \_\_\_\_\_

Name of property owner: \_\_\_\_\_

Property address: \_\_\_\_\_

Sample number	Location	Bare or covered	Lab result (µg/g)

Sketch soil sampling plot plan. Collect only the top ½" of soil,

Total number of samples on this page: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

Date of sample collection: \_\_\_\_/\_\_\_\_/\_\_\_\_ Date shipped to lab: \_\_\_\_/\_\_\_\_/\_\_\_\_

Shipped by: \_\_\_\_\_

(Signature)

Received by: \_\_\_\_\_

(Signature)

**LEAD HAZARD REDUCTION COMPLETION NOTICE**

Appendix 69: Lead Paint Requirements

## Summary Notice of Completion of Lead-Based Paint Hazard Reduction Activity

Address/location of property or structure this summary notice applies to:

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Summary of the hazard reduction activity:

Start and completion dates(s): \_\_\_\_\_

Activity locations and types. List at least the housing unit numbers and common areas (for multifamily housing, bare soil locations, dust-lead locations, and/or building components (including type of room or space, and the material underneath the paint), and types of hazard reduction activities performed at the locations listed:

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Date(s) of clearance testing and/or soil analyses: \_\_\_\_\_

Locations of building components with lead-based pain remaining in the rooms, spaces or areas where activities were conducted:

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Summary of results of clearance testing and soil analyses:

- (a) ☐ No clearance testing was performed.  
(b) ☐ Clearance testing showed clearance was achieved.  
(c) ☐ Clearance testing showed clearance was not achieved.

Contact person for more information about the hazard reduction:

Printed name: \_\_\_\_\_

Organization: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone number: \_\_\_\_\_ ( ) \_\_\_\_\_

Person who prepared this summary notice:

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Organization: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone number: \_\_\_\_\_ ( ) \_\_\_\_\_

## CONFIRMATION OF RECEIPT OF LEAD PAMPHLET

I have received a copy of the pamphlet, *Protect Your Family from Lead in Your Home*, informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.

\_\_\_\_\_  
Printed name of recipient

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of recipient

### Self-Certification Option (for tenant-occupied dwellings only)

*If the lead pamphlet was delivered by a tenant signature was not obtainable, you may check the appropriate box below.*

- ☐ **Refusal to sign** – I certify that I have made a good faith effort to deliver the pamphlet, *Protect Your Family from Lead in Your Home*, to the rental dwelling unit listed below at the date and time indicated and that the occupant refused to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit with the occupant.
- ☐ **Unavailable for signature** – I certify that I have made a good faith effort to deliver the pamphlet, *Protect Your Family from Lead in Your Home*, to the rental dwelling unit listed below that the occupant was unavailable to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet by sliding it under the door.

\_\_\_\_\_  
Printed name of person certifying  
lead pamphlet delivery

\_\_\_\_\_  
Attempted delivery date and time

\_\_\_\_\_  
Signature of person certifying lead pamphlet delivery

\_\_\_\_\_  
\_\_\_\_\_  
Unit address

**Note Regarding Mailing Option** – As an alternative to delivery in person, you may mail the lead pamphlet to the owner and/or tenant. Pamphlet must be mailed at least 7 days before renovation. (Document with a certificate of mailing from the post office.)

Insert clean copy of Protecting Your Family brochure

Joanne has link    Protecting Yor Family....url

[www.epa.gov/opptintr/lead/leadpdf.pdf](http://www.epa.gov/opptintr/lead/leadpdf.pdf)

In the rehabilitation of houses you may come in contact with asbestos. Asbestos means any material containing more than 1% asbestos by weight which is friable or which has a reasonable probability of becoming friable in the course of ordinary or anticipated use. Friable asbestos containing materials (ACMs) are products which when dry can be crumbled, pulverized, disturbed, punctured, and easily reduced to powder by hand pressure or which under normal use or maintenance emits or can be expected to emit fibers into the air. Friable ACMs emit fibers into the atmosphere with relative ease when disturbed. Non-friable asbestos fibers are bound into the some type of hard matrix such as roofing, siding, or flooring and generally do not escape under ordinary use.

Federal asbestos regulations published by the Environmental Protection Agency (EPA) and the Occupation Safety and Health Administration (OSHA) have been concerned with the potential health hazards associated with exposure particularly to workers. The EPA regulates asbestos procedures for renovation and demolition. OSHA regulates worker protection standards and exposure.

Asbestos licensing regulations fall in the regulations of the Virginia Department of Commerce under Title 54.1-500 as amended. Notification to the Department of Labor and Industry is required 20 days prior to commencement of an asbestos project.

Due to the potential that asbestos may be found in houses to be rehabilitated, the Grantee should have the rehabilitation specialist become licensed or have a license for asbestos inspection and/or asbestos management planners. The latter is preferred for developing specifications that may be needed for the handling or abatement of asbestos. Your Community Representative should be contacted for regulations issued by the Department of Commerce.

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# COMMUNITY IMPROVEMENT GRANT DISCLOSURE REPORT

(Completed by all Developers, Contractors, Subcontractors or Consultants)

1. Local Government Name \_\_\_\_\_
2. CIG Contract # \_\_\_\_\_
3. Project Name \_\_\_\_\_
3. Name of Firm \_\_\_\_\_
- President \_\_\_\_\_
- Address \_\_\_\_\_
- Telephone \_\_\_\_\_
- FIN or SS# \_\_\_\_\_

Type of Contract (check applicable description)

- |                    |                          |                   |                          |
|--------------------|--------------------------|-------------------|--------------------------|
| Construction Prime | <input type="checkbox"/> | *Construction Sub | <input type="checkbox"/> |
| Design             | <input type="checkbox"/> | Other Specify     | <input type="checkbox"/> |

Description of work or service provided:

\_\_\_\_\_

5. Date this Report \_\_\_\_\_ and \_\_\_\_ # of pages.
6. Revision to Report Date \_\_\_\_\_ and \_\_\_\_ # pages.

*\*Note:* Housing Rehabilitation subcontractors are not required to be listed or to complete this Report.



<b>Interested Parties</b>	<b>If Firm is an entity, identify each officer, director, principal stockholder and other persons who will have a \$50,000 or 10% interest, whichever is lower.</b>		
<b>Name (Last, First, Initial).</b>	<b>SS#</b>	<b>Type Participation</b>	<b>\$ and %</b>

If there are no persons with a reportable financial interest, you must also certify that this is true.

I hereby certify this information is true.

(Signature) \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

### **Certification**

**Warning:** If you knowingly make a false statement on this form you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosure of information including intentional non-disclosure is subject to a civil money penalty not to exceed \$10,000 for each violation.

**Note:** Please copy this page and attach additional pages as needed. Please indicate # of pages and date on cover.

The Stonewall Jackson Hotel is being assisted with Community Development Block Grant funds through a grant from the City of Staunton. These are federal funds intended to benefit persons with low and moderate incomes. Therefore, the Stonewall Jackson Hotel must ask you to provide information that will establish the company's record in meeting this expectation. Please complete the following questionnaire. If you need assistance or have any questions, VEC staff will be able to assist you. You may be asked to provide verification of your answers by employees of the company, the local government, state or federal agencies. (Please print).

Name: \_\_\_\_\_ Social Security: \_\_\_\_\_

Address: \_\_\_\_\_

Please check the boxes that apply to you:

- |   |   |
|---|---|
| <input type="checkbox"/> Male   | <input type="checkbox"/> American Indian or Alaska Native                                 |
| <input type="checkbox"/> Female   | <input type="checkbox"/> Asian  |
| <input type="checkbox"/> Elderly (over 62 years of age)                     | <input type="checkbox"/> Native Hawaiian or Other Pacific Islander                        |
| <input type="checkbox"/> Hispanic/Latino (ethnicity)                        | <input type="checkbox"/> American Indian or Alaska Native <i>and</i> White                |
| <input type="checkbox"/> Single Parent (at least one child under age of 19) | <input type="checkbox"/> Asian <i>and</i> White   |
| <input type="checkbox"/> Person with Disability                             | <input type="checkbox"/> Black or African American <i>and</i> White                       |
| <input type="checkbox"/> White  | <input type="checkbox"/> Am. Indian or Alaska Native <i>and</i> Black or African American |
| <input type="checkbox"/> Black or African American                          | <input type="checkbox"/> Other  |

Find the line for your household size and then check whether your 2005 total annual income will be above or below the income amount listed on that line. You will check only one box. Total household income is defined as income of all household members over the age of 17 received from all sources, such as wages, salaries, interest income, investment income, social security, public assistance, or other sources.

Persons in Household, including yourself (circle on)	Income Levels	Above	Below
1	\$31,250	<input type="checkbox"/>	<input type="checkbox"/>
2	\$35,700	<input type="checkbox"/>	<input type="checkbox"/>
3	\$40,200	<input type="checkbox"/>	<input type="checkbox"/>
4	\$44,650	<input type="checkbox"/>	<input type="checkbox"/>
5	\$48,200	<input type="checkbox"/>	<input type="checkbox"/>
6	\$45,450	<input type="checkbox"/>	<input type="checkbox"/>
7	\$48,600	<input type="checkbox"/>	<input type="checkbox"/>
8	\$51,750	<input type="checkbox"/>	<input type="checkbox"/>

I certify that I have answered this questionnaire to the best of my ability. I understand that the information I have given is subject to verification.

Signature \_\_\_\_\_ Date \_\_\_\_\_

For Office Use Only: LMI: \_\_\_ no \_\_\_ yes Hired: \_\_\_ no \_\_\_ yes Position: \_\_\_\_\_

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